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OCCIDENTAL COLLEGE

7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 JASON DE LA TORRE,
11
12 Plaintiff,

13 v.

14 OCCIDENTAL COLLEGE, a California
nonprofit corporation; and DOES 1
15 through X, inclusive,

16 Defendants.
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CASE NO.

*Removed from Los Angeles County
Superior Court Case No. 24STCV26127*

**NOTICE OF REMOVAL BY
DEFENDANT OCCIDENTAL
COLLEGE**

Complaint Filed: October 8, 2024
Trial Date: Not Yet Set

1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR**
 2 **THE CENTRAL DISTRICT OF CALIFORNIA AND TO ALL PARTIES AND**
 3 **THEIR ATTORNEYS OF RECORD:**

4 PLEASE TAKE NOTICE that Defendant OCCIDENTAL COLLEGE
 5 (“Defendant” or “Occidental”) hereby removes, by and through its undersigned
 6 attorneys, the above-captioned civil action filed by Plaintiff JASON DE LA TORRE
 7 (“Plaintiff”) and all claims and causes of action therein (the “Action”), from the
 8 Superior Court of the State of California, County of Los Angeles (“State Court”), to
 9 the United States District Court for the Central District of California (“Court”),
 10 pursuant to 28 U.S.C. §§ 1331, 1441 and 1446. As the requisite “short and plain
 11 statement of the grounds for removal,” 28 U.S.C. § 1446(a), Occidental states as
 12 follows:

13 **I. STATEMENT OF JURISDICTION AND VENUE**

14 1. This Court has original jurisdiction over this Action under 28 U.S.C.
 15 § 1331. This Court’s jurisdiction derives from Section 301 of the Labor Management
 16 Relations Act (“LMRA”), 29 U.S.C. §185(a), as the Complaint alleges causes of
 17 action governed exclusively by the Collective Bargaining Agreement between
 18 Occidental and California Teamsters Public, Professional and Medical Employees
 19 Union, Local No. 911, which terms and conditions governed Plaintiff’s employment.
 20 Resolving Plaintiff’s causes of action will require the Court to substantially analyze
 21 and interpret that Collective Bargaining Agreement, giving this Court original
 22 jurisdiction over the Action. *See* 29 U.S.C. §185(a); *Young v. Anthony’s Fish Grottos,*
 23 *Inc.*, 830 F.2d 993, 996–997 (9th Cir. 1987). (*See also* Declaration of Mary Maher
 24 (“Maher Decl.”) ¶¶ 2–3.) Section IV below provides further details on the basis for
 25 this Court’s federal question jurisdiction.

26 2. Venue for this action lies in the United States District Court for the
 27 Central District of California, pursuant to 28 U.S.C. § 1441, because this is the federal
 28 judicial district where the action was filed, and the case is pending.

1 **II. PROCEDURAL BACKGROUND**

2 3. On October 8, 2024, Plaintiff filed a civil complaint against Defendant
3 in the Superior Court of the State of California in and for the County of Los Angeles,
4 entitled *Jason De La Torre v. Occidental College, et al.* Case No. 24STCV26127,
5 which sets forth two causes of action under California state law: (1) Wrongful
6 Termination Based on Public Policy and (2) Negligent Training and Supervision. (See
7 attached **Exhibit A** (“Compl.”)).

8 4. On the same day, Plaintiff filed a Civil Case Cover Sheet with the Clerk
9 of the State Court. (See attached **Exhibit B.**)

10 5. On the same day, the Clerk of the State Court issued a Summons. (See
11 attached **Exhibit C.**)

12 6. On October 17, 2024, Plaintiff filed a proof of service of Summons on
13 Defendant. (See attached **Exhibit D.**)

14 7. A true and correct copy of the State Court’s docket is attached as **Exhibit**
15 **E.**

16 **III. THIS REMOVAL IS TIMELY AND SATISFIES ALL**
17 **PREREQUISITES**

18 8. Under 28 U.S.C. § 1446(b), a “notice of removal of a civil action or
19 proceeding shall be filed within 30 days after the receipt by the defendant, through
20 service or otherwise” of the initial pleading or summons. The 30-day removal window
21 begins once service occurs. *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526
22 U.S. 344, 354 (1999).

23 9. Plaintiff served a copy of the Summons, Complaint and Civil Case Cover
24 Sheet on Occidental on October 16, 2024. (See **Exhibit D.**) This Notice of Removal
25 has been filed within thirty (30) days after Plaintiff served Defendant with a copy of
26 the Summons and Complaint upon which this action is based. 28 U.S.C. § 1446.

27 10. Occidental has not made a prior application for this or similar relief.

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1 11. As required by 28 U.S.C. § 1446(d), Occidental will serve this Notice of
2 Removal on Plaintiff.

3 12. As required, Occidental will also promptly file a Notice of Filing of
4 Notice of Removal with the Clerk of the California Superior Court, County of Los
5 Angeles, which will advise the State Court of the removal.

6 13. As required by Rule 81(c)(2) of the Federal Rules of Civil Procedure,
7 Occidental will file its responsive pleading to Plaintiff's Complaint within seven days
8 after this Notice of Removal is filed.

9 **IV. BASIS FOR JURISDICTION—FEDERAL QUESTION**

10 14. Under 28 U.S.C. § 1331, a district court has original jurisdiction over a
11 matter arising under federal law, including § 301 of the LMRA.

12 15. Section 301 of the LMRA provides federal jurisdiction over “suits for
13 violation of contracts between an employer and a labor organization.” 29 U.S.C.
14 §185(a). “The preemptive force of section 301 is so powerful as to displace entirely
15 any state claim based on a collective bargaining agreement, . . . and any state claim
16 whose outcome depends on analysis of the terms of the agreement.” *Young*, 830 F.2d
17 at 997 (citation omitted).

18 16. Section 301 of the LMRA has been construed broadly to cover most
19 state-law actions that require interpretation of labor agreements. *See Allis-Chalmers*
20 *Corp. v. Lueck*, 471 U.S. 202, 220 (1985) (“[W]hen resolution of a state-law claim is
21 substantially dependent upon analysis of the terms of an agreement made between the
22 parties in a labor contract, that claim must either be treated as a § 301 claim, . . . or
23 dismissed as pre-empted by federal labor-contract law.” (citation omitted)); *see id.* at
24 211 (“[Q]uestions relating to what the parties to a labor agreement agreed, and what
25 legal consequences were intended to flow from breaches of that agreement, must be
26 resolved by reference to uniform federal law, whether such questions arise in the
27 context of a suit for breach of contract or in a suit alleging liability in tort.”).

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1 17. Thus, state law causes of action whose outcome depends on analysis of
2 the terms of a collective bargaining agreement are preempted by § 301 of the LMRA
3 and are removable to federal court. *Young*, 830 F.2d at 997, 999, 1022 (“If a federal
4 claim completely preempts a state claim, [as Section 301 of the LMRA does with
5 regards to state law claims dependent on analysis of the terms of a collective
6 bargaining agreement], a complaint coming within the scope of the federal claim
7 necessarily arises under federal law and is removable.”). Furthermore, while the
8 nature of a state tort is a matter of state law, the question whether a state tort “is
9 sufficiently independent of federal contract interpretation to avoid pre-emption is, of
10 course, a question of federal law.” *Allis-Chalmers Corp.*, 471 U.S. at 213–14.

11 18. These rules favor national uniformity in labor law and “authorize the
12 development of federal common-law rules of decision, in large part to assure that
13 agreements to arbitrate grievances would be enforced, regardless of the vagaries of
14 state law and lingering hostility toward extrajudicial dispute resolution.” *Livadas v.*
15 *Bradshaw*, 512 U.S. 107, 122 (1994); *see also Lingle v. Norge Div. of Magic Chef,*
16 *Inc.*, 486 U.S. 399, 406 (1988); *Allis-Chalmers Corp.*, 471 U.S. at 219–20 (“A rule
17 that permitted an individual to sidestep available grievance procedures would cause
18 arbitration to lose most of its effectiveness, . . . as well as eviscerate a central tenet of
19 federal labor-contract law under § 301 that it is the arbitrator, not the court, who has
20 the responsibility to interpret the labor contract in the first instance.” (citation
21 omitted)).

22 19. Parties may not avoid § 301 preemption by artful pleading of a complaint
23 that fails to disclose that the plaintiff’s employment was governed by a collective
24 bargaining agreement. *See Young*, 830 F.3d at 997. In such cases, as here, it is proper
25 for the Court to look beyond the face of the complaint to determine whether the state
26 claim is preempted, i.e., whether the outcome of the state claim depends on analysis
27 of the terms of the collective bargaining agreement. *See id.* (explaining that where
28 complaint did not reveal that the plaintiff’s employment was governed by a collective

1 bargaining agreement, the “district court . . . properly looked beyond the face of the
2 complaint to determine whether the [plaintiff’s] claim was in fact a section 301 claim
3 for breach of a collective bargaining agreement ‘artfully pleaded’ to avoid federal
4 jurisdiction”); *see also Milne Emps. Ass’n v. Sun Carriers, Inc.*, 960 F.2d 1401, 1406
5 (9th Cir. 1991) (“Plaintiffs cannot avoid removal by ‘artfully pleading’ only state law
6 claims that are actually preempted by federal statutes such as section 301 of the Labor
7 Management Relations Act.”).

8 20. Plaintiff alleges he was a “Stockroom Clerk B” for Defendant. (Compl.
9 ¶ 6.) In his First Cause of Action, Plaintiff alleges Defendant wrongfully terminated
10 his employment “in violation of a fundamental and substantial public policy, in that a
11 substantial motivating factor in the decision to terminate plaintiff was retaliatory
12 animus based on plaintiff’s having repeatedly complained regarding being assigned
13 work duties that were outside his job description.” (*Id.* ¶ 14.) In his Second Cause of
14 Action, Plaintiff alleges that he was “directed to perform a work assignment that was
15 outside of his job description and for which he was not adequately trained or
16 supervised,” resulting in an auto accident. (*Id.* ¶ 19.)

17 21. As a “Stockroom Assistant B,” Plaintiff was a union member of
18 Teamsters Public, Professional and Medical Employees Union, Local No. 911 and he
19 paid monthly union dues. (Maher Decl. ¶¶ 2, 4, Ex. B.) At all relevant times,
20 Plaintiff’s employment was governed by the Collective Bargaining Agreement
21 between Defendant and Teamsters Local No. 911. (Maher Decl. ¶ 2, ¶ 3, Ex. A
22 (“CBA”).) This agreement includes terms and conditions governing Defendant’s
23 management of employees, including discharging an employee for cause, assignment
24 of work duties, safety training, reporting safety concerns, and the consequences for
25 types of conduct violative of the Collective Bargaining Agreement’s associated Code
26 of Conduct including damage to Defendant’s property, unacceptable job performance,
27 noncompliance with an established safety procedure, and failure to meet designated

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1 driver standards when assigned to operate a motor vehicle to conduct business for
2 Defendant. (See CBA at 4, 25, 29–30.)¹

3 22. Plaintiff omits from his Complaint the fact that all terms and conditions
4 of his employment and its termination, Defendant’s management of its bargaining
5 unit employees (which included Plaintiff), including safety training and reporting
6 safety concerns were governed by a Collective Bargaining Agreement. This fact is
7 critical to resolution of Plaintiff’s claims. However, the “[t]he key to determining the
8 scope of preemption is not how the complaint is cast, but whether the claims can be
9 resolved only by referring to the terms of the collective bargaining agreement.”
10 *Young*, 830 F.2d at 999. Here, both of Plaintiff’s state law causes of action
11 substantially depend on an analysis of the Collective Bargaining Agreement
12 applicable to Plaintiff’s employment with Defendant and are therefore preempted by
13 § 301 of the LMRA and removable to federal court. *See Young*, 830 F.3d at 997, 1002.

14 23. First, § 301 of the LMRA preempts a claim for wrongful termination in
15 violation of public policy where the claim is not based on any genuine state public
16 policy or “if it is bound up with interpretation of the collective bargaining agreement
17 and furthers no state policy independent of the employment relationship.” *Young*, 830
18 F.2d at 1002. “Otherwise, virtually any wrongful discharge claim could be recast as a
19 public policy claim exempt from preemption.” *Id.* On the other hand, where an
20 employee’s claim is based on rights arising out a statute designed to provide minimum
21 substantive guarantees to individual workers, such a claim is not preempted by § 301.
22 *See Lingle*, 486 U.S. at 412.

23 24. Here, Plaintiff’s claim for wrongful termination “in violation of a
24 fundamental and substantial public policy,” (Compl. ¶ 14), based on Defendant’s
25 discharge of Plaintiff for “cause,” (*id.* ¶ 12), is not tethered to any statutory or
26 constitutional provision or any state interest protecting the public that transcends the

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28 ¹ The CBA page citations refer to the page numbers in the upper right-hand corner of Exhibit A
attached to the Declaration of Mary Maher.

1 employment relationship between Plaintiff and Defendant. *See Young*, 830 F.2d at
2 1002 (“Because no state public policy transcending the employment relationship
3 protects [the plaintiff’s] actions, her wrongful termination claim is preempted.”).
4 Specifically, Plaintiff fails to identify any state statute or other relevant California
5 public policy protecting employee complaints about job duties falling outside the
6 employee’s job description. (*See* Compl. ¶ 14.) *Cf. Young*, 830 F.2d at 1002; *Garcia*
7 *v. Rite Aid Corp.*, No. CV 17-02124-BRO (SKx), 2017 WL 1737718, at *5 (C.D. Cal.
8 May 3, 2017) (where wrongful termination claims are based on rights not recognized
9 by California as furthering independent public policies, such claims are preempted).

10 25. Instead, Plaintiff’s wrongful termination claim substantially depends on
11 an analysis of the Collective Bargaining Agreement’s provision regarding
12 Defendant’s right to (1) manage its employees including discharging employees for
13 cause, (2) “specify or assign work requirements,” (3) “assign work and decide which
14 employees are qualified to perform work,” and (4) “determine the type and scope of
15 work to be performed and the services to be provided.” (CBA at 4). It also
16 substantially depends on an analysis of the Collective Bargaining Agreement’s
17 associated Code of Conduct providing a non-exhaustive list of standards that if
18 violated may call for some form of discipline including up to immediate discharge.
19 (*See id.* at 29–30 (types of conduct that may result in discipline, up to and including
20 discharge include: (1) “[d]estruction or damage to College property or supplies”; (2)
21 “[u]nsatisfactory or unacceptable job performance; (3) “[n]on-compliance with or
22 disregard of any established safety procedure”; (4) “any . . . action that endangers
23 others, College property, or disrupts work”; (5) “[f]ailure to maintain appropriate
24 licensure or to meet designated driver standards when assigned to operate a motor
25 vehicle to conduct College business”; and (6) “[c]onduct that reflects poorly upon the
26 institution.” Furthermore, Plaintiff’s wrongful termination claim substantially
27 depends on an analysis of the Collective Bargaining Agreement’s provision
28 addressing the grievance and arbitration procedure for any employee complaints or

1 disputes about the interpretation or application of a provision of the Collective
2 Bargaining Agreement. (*See id.* at 5–7.) As such, Plaintiff’s wrongful termination
3 claim is preempted by § 301 of the LMRA. *See Young*, 830 F.2d at 999 (“The test for
4 preemption of a tort claim is whether the state ‘confers nonnegotiable state-law rights
5 on employers or employees independent of any right established by contract, or,
6 instead, whether evaluation of the tort claim is inextricably intertwined with
7 consideration of the terms of the labor contract.’”); *Allis-Chalmers Corp.*, 471 U.S. at
8 213–14 (“[T]he question whether [a state law] tort is sufficiently independent of
9 federal contract interpretation to avoid pre-emption is, of course, a question of federal
10 law.”).

11 26. Second, where a plaintiff’s negligent hiring and supervision claim would
12 substantially depend on an interpretation of a collective bargaining agreement, such a
13 claim is preempted. *See Muhammad v. United Airlines, Inc.*, No. CV 07-6474 CAS
14 (CWx), 2008 WL 11336667, at *8 (C.D. Cal. Dec. 8, 2008) (“Because plaintiff’s
15 claim for negligent training would substantially depend on an interpretation of the
16 CBA’s provisions regarding a manager’s obligations with regard to grievance
17 procedures, the Court finds that plaintiff’s claim for negligent training and supervision
18 is preempted.”); *see also Busey v. P.W. Supermarkets, Inc.*, 368 F. Supp. 2d 1045,
19 1053 (N.D. Cal. 2005). Here, Plaintiff’s claim that Defendant negligently trained and
20 supervised Plaintiff substantially depends on an interpretation of the Collective
21 Bargaining Agreement. Article 2 of the Collective Bargaining Agreement gives
22 Defendant the right, power, and authority to “establish work standards,” and “to adopt
23 rules of conduct and safety rules, and penalties for violation thereof.” (CBA at 4.)
24 Article 26 of the Agreement then discusses safety, employer-provided training, and
25 forms used to report unsafe conditions. (*Id.* at 25.) In addition, the Collective
26 Bargaining Agreement’s associated Code of Conduct allows for discipline, up to
27 immediate discharge, for certain conduct including “[n]on-compliance with or
28 disregard of any established safety procedure” and failure to meet designated driver

standards when assigned to operate a motor vehicle to conduct business for Defendant. (*Id.* at 29–30.) Article 4 of the Agreement further lays out the proper grievance procedure should an employee have a complaint or dispute about the interpretation or application of any provision of the Agreement. (*Id.* at 5–7.) Plaintiff’s claim that Defendant negligently trained and supervised him on safety procedures necessarily and substantially depends on an interpretation of these provisions of the Collective Bargaining Agreement. Plaintiff’s negligent training and supervision claim is thus preempted. *See Muhammad*, 2008 WL 11336667, at *8; *Busey*, 368 F. Supp. 2d at 1053.

V. CONCLUSION

27. Based on the foregoing, this Action is subject to the original jurisdiction of the Court, under 28 U.S.C. § 1331, and this case may be removed to this Court pursuant to 28 U.S.C. §§ 1441, 1446.

28. WHEREFORE, Defendant respectfully requests that the Action filed in the Superior Court of California, County of Los Angeles and captioned as *Jason De La Torre v. Occidental College, et al.* Case No. 24STCV26127, be removed to the United States District Court for the Central District of California.

Dated: November 12, 2024

HUSCH BLACKWELL LLP

By: /s/ Sarah Hamill

JON MCNUTT

SARAH HAMILL

Attorney for Defendant

OCCIDENTAL COLLEGE

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EXHIBIT A

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Attorney for Plaintiff
JASON DE LA TORRE

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Superior Court of California,
County of Los Angeles
10/08/2024 12:57 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, STANLEY MOSK COURTHOUSE

JASON DE LA TORRE,
Plaintiff,

v.

OCCIDENTAL COLLEGE, a California
nonprofit corporation; DOES I
through X, inclusive,
Defendants.

CASE NO. **24STCV26127**
**COMPLAINT FOR WRONGFUL
TERMINATION BASED ON PUBLIC
POLICY; NEGLIGENT TRAINING AND
SUPERVISION; JURY TRIAL DEMAND**

Plaintiff alleges:

SUMMARY OF CLAIMS

1. This is an action for damages by plaintiff against his former employer based on an egregious bad faith course of conduct intended to deprive plaintiff of his valued employment interest for ill-founded and defamatory reasons. Plaintiff claims that he was involved in a work related motor vehicle accident due to the failure of his employer to give him the proper training and supervision he needed to perform a job duty that was outside of his job description. Plaintiff also claims that he was terminated for pretextual reasons to mask

1 retaliatory animus based on his having repeatedly complained regarding
2 being assigned job duties that were outside of his job description and
3 the failure of his employer to take remedial action. Plaintiff seeks
4 compensatory damages, including economic damages for past and future
5 loss of earnings and benefits, general damages for severe mental and
6 emotional distress, and punitive damages.

7 PARTIES

8 2. At all times herein mentioned plaintiff JASON DE LA TORRE
9 (hereinafter "plaintiff") was and is a resident of the County of Los
10 Angeles, State of California.

11 3. Plaintiff is informed and believes and based on such
12 information and belief alleges that at all times herein mentioned
13 defendant OCCIDENTAL COLLEGE (hereinafter "OCCIDENTAL") was and is a
14 California nonprofit corporation doing business as a liberal arts
15 college, with its principal place of business located in the County of
16 Los Angeles, State of California.

17 4. Plaintiff is unaware of the true names and capacities, whether
18 corporate, associate, individual, or otherwise, of defendants named as
19 DOES I through X, inclusive. Pursuant to Code of Civil Procedure
20 Section 474, plaintiff will seek leave of court to amend this
21 complaint to state said defendants' true names and capacities when the
22 same have been ascertained. Plaintiff is informed and believes and
23 based upon such information and belief alleges that said fictitiously-
24 named defendants are responsible in some manner for the injury and
25 damages to plaintiff as further hereinafter alleged.

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1 AGENCY

2 5. Plaintiff is informed and believes and upon such information
3 and belief alleges that defendants, and each of them, at all times
4 herein mentioned were the agents, employees, servants, joint
5 venturers, and/or co-conspirators of the remaining defendants, and
6 were acting in the course and scope of such agency, employment, joint
7 venture, and/or conspiracy; that defendants, and each of them, were
8 doing the things herein alleged, were the actual and/or ostensible
9 agents of the remaining defendants and were acting within the course
10 and scope of said agency; and that each and every defendant, as
11 aforesaid, when acting as a principal, was negligent in selecting,
12 hiring, supervising and continuing the employment of each and every
13 defendant as an agent, employee or joint venturer; and/or that said
14 defendants approved, supported, participated in, authorized, and/or
15 ratified the acts and/or omissions of said employees, agents,
16 servants, conspirators, and/or joint venturers.

17 FACTS

18 Plaintiff's Hire and Competent Performance With Defendant
19 OCCIDENTAL:

20 6. Plaintiff commenced employment with defendant OCCIDENTAL on
21 August 29, 2022 as a Stockroom Clerk B. Plaintiff's job duties
22 included supporting the stockroom functions, operating the forklift
23 for stockroom needs, and assisting in other stockroom maintenance
24 tasks. Plaintiff performed his job duties satisfactorily, receiving
25 consistently favorable performance evaluations.

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Plaintiff's Complaints Regarding Being Required to Perform Job Duties Outside of His Job Description:

7. Plaintiff noted from the outset of his employment with defendant OCCIDENTAL that he was being asked to perform job duties that were outside of his job description as a Stockroom Clerk B. These job duties included being required to transport items from place to place across the campus; moving trash out of vacated offices; carrying and setting up of tables, chairs, umbrellas and similar items for special events; and using the forklift to move items other than in the stockroom. Following completion of his six month probation, plaintiff repeatedly complained to the Stockroom Supervisor and the Purchasing Manager for the stockroom that these tasks were outside of his job description. Plaintiff communicated his belief that either a separate job position should be created for such tasks or that such tasks should be assigned to others in other departments. In response, plaintiff was told words to the effect that "it's a personnel thing. Just do your job." Most of plaintiff's work time was spent performing such tasks, which all took place outside of the stockroom.

Plaintiff's Wrongful Termination:

8. On August 7, 2024, plaintiff was assigned to drive a truck to Lucerne Valley to pick up 112 bags of line chalk that would be used on the athletic fields. Plaintiff was given no instruction, training or notice regarding any weight restrictions for the use of the truck assigned, nor was he trained or instructed on how to handle or strap down pallets carrying heavy loads. Plaintiff was also not advised as to any problems that he might encounter moving such a heavy volume of

1 line chalk, or procedures to follow in the event of an auto accident.

2 9. Each of the 112 bags placed on the truck plaintiff was driving
3 weighed fifty pounds, so the load transported in the truck weighed in
4 excess of 5,600 pounds. While traversing a curve on the 15 Freeway,
5 plaintiff noted that the load was tilting in the direction away from
6 the turn. Plaintiff attempted to correct this, however the load then
7 shifted in the opposite direction, broke through the cattle rail, and
8 fell onto the freeway.

9 10. There were no injuries to plaintiff or anyone else. However,
10 plaintiff was unable to pull over as the nearest shoulder or exit was
11 a mile and a half away. Plaintiff was in shock knowing that the truck
12 had nearly flipped, likely causing serious injury or death. He
13 proceeded directly back to defendant OCCIDENTAL and immediately
14 reported the incident to his manager. Plaintiff was later told that
15 his manager should have directed him to pick up the chalk in two
16 loads, however this was never told to him.

17 11. The following day, August 8, 2024, as plaintiff ended his
18 workday, he was advised by the head of HR that he was being
19 terminated. The reasons given to plaintiff for his termination were
20 safety, reckless behavior, misconduct and lack of judgment, including
21 that he had failed to comply with a College Authorized Driver Program
22 policy of which he had never been apprised.

23 12. Plaintiff experienced severe mental and emotional distress,
24 including depression, anxiety and insomnia, as a result of his
25 wrongful termination. He anticipates considerable difficulty finding
26 comparable employment given that he was terminated for alleged cause.

FIRST CAUSE OF ACTION

(Wrongful Termination Based on Public Policy)

13. Plaintiff hereby realleges and incorporates by reference paragraphs 1 through 12 as if set forth in full.

14. On August 8, 2024, defendant OCCIDENTAL wrongfully terminated plaintiff in violation of a fundamental and substantial public policy, in that a substantial motivating factor in the decision to terminate plaintiff was retaliatory animus based on plaintiff's having repeatedly complained regarding being assigned work duties that were outside of his job description. This was an unfair labor practice in violation of statutes and regulations enacted to promote equitable compensation and workplace safety.

15. As a direct and proximate result of said wrongful termination, plaintiff sustained economic damages for past and future loss of earnings and benefits, according to proof.

16. As a further direct and proximate result of said wrongful termination, plaintiff sustained general damages for severe mental and emotional distress.

17. Defendant OCCIDENTAL acted with malice and oppression toward plaintiff and with conscious and wanton disregard of plaintiff's rights, and defendant OCCIDENTAL should therefore be assessed punitive and exemplary damages in sums sufficient to punish it and set an example in view of its financial condition.

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SECOND CAUSE OF ACTION

(Negligent Training and Supervision)

18. Plaintiff hereby realleges and incorporates by reference paragraphs 1 through 12 as if set forth in full.

19. On or about August 7, 2024, plaintiff was directed to perform a work assignment that was outside of his job description and for which he was not adequately trained or supervised, i.e., to pick up and deliver 112 fifty pound bags of line chalk in a truck that was of inadequate size and incapable of safely transporting such a heavy load. As a result, plaintiff was nearly involved in an auto accident that could have resulted in serious if not fatal injuries, and was then wrongfully terminated from his employment. Defendant OCCIDENTAL thereby breached the duty of care by which it was required to properly train and supervise plaintiff to assure his physical safety and mental well being.

20. As a direct and proximate result of said negligent training and supervision, plaintiff was terminated from his employment and thereby sustained economic damages for past and future loss of earnings and benefits, according to proof.

21. As a further direct and proximate result of said negligent training and supervision, plaintiff was terminated from his employment and thereby sustained general damages for severe mental and emotional distress.

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PRAYER

WHEREFORE, plaintiff prays judgment against defendants as follows:

As to the First Cause of Action:

1. For economic damages, according to proof;
2. For general damages, according to proof;
3. For punitive damages, according to proof.


As to the Second Cause of Action:

1. For economic damages, according to proof;
2. For general damages, according to proof.

As to Both Causes of Action:

1. For costs of suit incurred;
2. For such further relief as the Court deems proper.


Dated: October 8, 2024


WILLIAM M. CROSBY
Attorney for Plaintiff
JASON DE LA TORRE

JURY TRIAL DEMAND

Plaintiff JASON DE LA TORRE hereby demands trial by jury of the above cause.

Dated: October 8, 2024


WILLIAM M. CROSBY
Attorney for Plaintiff
JASON DE LA TORRE

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EXHIBIT B

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): William M. Crosby (Bar No. 49357) 13522 Newport Avenue, Suite 201, Tustin, CA 92780		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 10/08/2024 12:57 PM David W. Slayton, Executive Officer/Clerk of Court, By Y. Ayala, Deputy Clerk	
TELEPHONE NO.: (714) 544-2493 FAX NO.: EMAIL ADDRESS: wcrosby@wcrosbylaw.com ATTORNEY FOR (Name): Plaintiff, Jason De La Torre			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse			
CASE NAME: Jason De La Torre v. Occidental College, a California nonprofit corporation; Et Al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 24STCV26127
		JUDGE:	DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 2

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 8, 2024

William M. Crosby

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice–
Physicians & Surgeons

Other Professional Health Care Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE Jason De La Torre v. Occidental College, a California nonprofit corporation; Et Al.	CASE NUMBER 24STCV26127
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner lives.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Mandatory personal injury filing in North District.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Personal Injury Hub Courts			
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4, 11
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11
		<input type="checkbox"/> 2307 Construction Accidents	1, 4, 11

SHORT TITLE Jason De La Torre v. Occidental College, a California nonprofit corporation; Et Al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Independent Calendar Courts			
Other Personal Injury/Property Damage/Wrongful Death Tort	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/environmental) <input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5 1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons <input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 3, 5 1, 3, 5
	Other Personal Injury / Property Damage / Wrongful Death (23)	<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 3, 5
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 3, 5
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 3, 5
Other Civil Cases Assigned to Independent Calendar Courts			
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice <input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input checked="" type="checkbox"/> 3601 Wrongful Termination	1, 2, ③
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case <input type="checkbox"/> 1502 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5

SHORT TITLE Jason De La Torre v. Occidental College, a California nonprofit corporation; Et Al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence) <input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	1, 2, 5 2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff <input type="checkbox"/> 0902 Other Promissory Note/Collections Case <input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014) <input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 6, 11 5, 11 5, 6, 11 5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference <input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence)	1, 2, 3, 5 1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
<input type="checkbox"/> 2602 Quiet Title <input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6 2, 6	
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter		2	
<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review		2	

SHORT TITLE Jason De La Torre v. Occidental College, a California nonprofit corporation; Et Al.		CASE NUMBER	
	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Judicial Review	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11
	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment <input type="checkbox"/> 2002 Abstract of Judgment <input type="checkbox"/> 2003 Confession of Judgment (non-domestic relations) <input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax <input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		<input type="checkbox"/> 4304 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9

SHORT TITLE Jason De La Torre v. Occidental College, a California nonprofit corporation; Et Al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Miscellaneous Civil Petitions	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 1600 Campus Road
CITY: Los Angeles	STATE: CA	ZIP CODE: 90041	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 10/08/2024


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (05/22).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

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EXHIBIT C

SUM-100

SUMMONS
(CITACION JUDICIAL)FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**NOTICE TO DEFENDANT:**
(AVISO AL DEMANDADO):OCCIDENTAL COLLEGE, a California nonprofit corporation;
DOES I through X, inclusive**YOU ARE BEING SUED BY PLAINTIFF:**
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JASON DE LA TORRE

Electronically FILED by
Superior Court of California,
County of Los Angeles
10/08/2024 12:57 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):
Los Angeles Superior Court, Stanley Mosk Courthouse
111 N. Hill Street, Los Angeles, CA 90012

CASE NUMBER: (Número del Caso):

24STCV26127

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

William M. Crosby (Bar No. 49357) 13522 Newport Avenue, Suite 201, Tustin, CA 92780 (714) 544-2493

DATE:
(Fecha) **10/08/2024**Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) **Y. Ayala** (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

[SEAL]

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date)

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EXHIBIT D

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) William M. Crosby, Esq. SBN: 49357 WILLIAM M. CROSBY, ATTORNEY AT LAW 13522 Newport Avenue Suite 203 Tustin, CA 92780 TELEPHONE NO.: (714) 544-2493 FAX NO. (714) 544-2497 E-MAIL ADDRESS ATTORNEY FOR (Name): Plaintiff:		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 10/17/2024 1:09 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Abraham, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 NORTH HILL STREET CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: STANLEY MOSK COURTHOUSE			
PLAINTIFF/PETITIONER: JASON DE LA TORRE DEFENDANT/RESPONDENT: OCCIDENTAL COLLEGE, a California nonprofit corporation		CASE NUMBER: 24STCV26127	
PROOF OF SERVICE OF SUMMONS		Ref. No. or File No.: De La Torre v. Occidental College	

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ Summons
 - b. ☒ Complaint
 - c. ☒ Alternative Dispute Resolution (ADR) package
 - d. ☒ Civil Case Cover Sheet
 - e. ☐ Cross-Complaint
 - f. ☒ other (specify documents): **CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION; NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE**
3. a. Party served (specify name of party as shown on documents served):
OCCIDENTAL COLLEGE, a California nonprofit corporation
 - b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Lupe Salmeron - Agent for Service
Age: Late 30's | Weight: 130 | Hair: Long, black | Sex: Female | Height: 5'3 | Eyes: Brown/glasses | Race: Hispanic
4. Address where the party was served: **1600 Campus Rd # M-20
Los Angeles, CA 90041-3314**
5. I served the party (check proper box)
 - a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **10/16/2024** (2) at (time): **10:08 AM**
 - b. ☐ **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

RESPONDENT: OCCIDENTAL COLLEGE, a California nonprofit corporation

24STCV26127

- c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (*specify means of service and authorizing code section*):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (*specify*):
- c. ☐ as occupant.
- d. ☒ On behalf of **OCCIDENTAL COLLEGE, a California nonprofit corporation** under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. **Person who served papers**

- a. Name: **Sussan Diana Martinez - Nationwide Legal, LLC REG: 12-234648**
- b. Address: **901 W. Civic Center Drive, Suite# 190 Santa Ana, CA 92703**
- c. Telephone number: **(714) 558-2400**
- d. **The fee** for service was: **\$ 152.00**
- e. I am:

- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ registered California process server:
- (i) ☐ owner ☒ employee ☐ independent contractor.
- (ii) Registration No.: **2024115078**
- (iii) County: **Los Angeles**

8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- or

9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: **10/16/2024**

Nationwide Legal, LLC
901 W. Civic Center Drive, Suite# 190
Santa Ana, CA 92703
(714) 558-2400
www.nationwideasap.com

Sussan Diana Martinez

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

Sussan Martinez

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EXHIBIT E



**24STCV26127, JASON DE LA TORRE vs. OCCIDENTAL COLLEGE, A
CALIFORNIA NONPROFIT CORPORATION**

CA Superior - Los Angeles County

Los Angeles

This case was retrieved on **11/05/2024**

Header

Case Number: 24STCV26127

Date Filed: 10/08/2024

Date Full Case Retrieved: 11/05/2024

Status: Open

Misc: (1117) Wrongful Termination (General Jurisdiction); Civil

Summary

District: Central

Case Type: Civil

Participants

Litigants

DE LA TORRE JASON

Plaintiff

OCCIDENTAL COLLEGE

Defendant

Attorneys

--- Unassociated Attorneys ---

CROSBY WILLIAM M.

Attorney for Plaintiff

Other Docket Proceedings

Date

Details

DocketUpdate: JASON DE LA TORRE vs. OCCIDENTAL COLLEGE, A CALIFORNIA NONPROFIT CORPORATION__

Date	Details
10/08/2024	Alternate Dispute Resolution Packet Filed by Clerk
10/08/2024	Civil Case Cover Sheet Filed by Jason De La Torre (Plaintiff)
10/08/2024	Complaint Filed by Jason De La Torre (Plaintiff)
10/08/2024	Notice of Case Assignment - Unlimited Civil Case Filed by Clerk
10/08/2024	Summons (on Complaint) Filed by Jason De La Torre (Plaintiff)
10/17/2024	Proof of Personal Service Filed by Jason De La Torre (Plaintiff)

Proceedings

Date	#	Proceeding Text	Details
10/08/2024		Alternate Dispute Resolution Packet: Alternate Dispute Resolution Packet	PageCount 2
10/08/2024		Civil Case Cover Sheet: Civil Case Cover Sheet	PageCount 7
10/08/2024		Complaint: Complaint	PageCount 8
10/08/2024		Notice of Case Assignment - Unlimited Civil Case: Notice of Case Assignment - Unlimited Civil Case	PageCount 2
10/08/2024		Summons: Summons on Complaint	PageCount 1
10/17/2024		Proof of Personal Service: Proof of Personal Service	PageCount 2

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*** THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY ***

End of Document

1
2 **PROOF OF SERVICE**

3 *Jason De La Torre v. Occidental College*

4 United States District Court Central District of California Court Case No.

5 At the time of service, I was over 18 years of age and not a party to this action.
6 I am employed in the County of Los Angeles, State of California. My business address
is 355 S. Grand Ave., Suite 2850, Los Angeles, CA 90071.

7 On November 12, 2024, I served true copies of the following document(s)
8 described as **NOTICE OF REMOVAL BY DEFENDANT OCCIDENTAL COLLEGE** on the interested parties in this action as follows:

9 **BY CM/ECF NOTICE OF ELECTRONIC FILING:** I electronically filed
10 the document(s) with the Clerk of the Court by using the CM/ECF system.
Participants in the case who are registered CM/ECF users will be served by the
11 CM/ECF system. Participants in the case who are not registered CM/ECF users will
be served by mail or by other means permitted by the court rules.

12 I declare under penalty of perjury under the laws of the United States of
13 America that the foregoing is true and correct and that I am employed in the office of
a member of the bar of this Court at whose direction the service was made.

14 Executed on November 12, 2024, at Los Angeles, California.

15
16 /s/ Crystal Rose
17 CRYSTAL ROSE